



**AMENDMENT NO. 2
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 24-46a**

This **AMENDMENT NO. 2** ("Amendment") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Bonfire Engineering & Construction LLC**, a Colorado limited liability company ("Contractor"), collectively (the "Parties") to be effective for all purposes July 29, 2026 ("Effective Date").

WHEREAS, Parties entered into Agreement No. AGR24-46a dated November 20, 2024, recorded with the County Clerk's Office as Document No. LACF24-0914; Amendment No. 1, AGR24-46a-A1 dated January 7, 2026, (as amended, the "Agreement") for the Design, Construction and Operation of a Community Broadband Network; and

WHEREAS, both Parties wish to amend the Agreement to remove the costs and requirements for Fiber Drops (connections to the network at the election of network subscribers) from this Agreement and add to Agreement AGR24-46b the Agreement for Network Operations as network drop activities are more suited for Network Operations; and

WHEREAS, the County Council approved this Agreement at a public meeting held on July 28, 2026; and

NOW, THEREFORE, for good and valuable consideration, Parties agree as follows:

- I. **Delete SECTION E. TERM** in its entirety and replace it with the following:

SECTION E. TERM:

1. The term of this Agreement shall commence November 20, 2024, Contractor shall proceed with performance under this Agreement at such a rate of progress such that all work, duties, and obligations under this Agreement have been met by February 5, 2029 ("Final Completion Date").
2. The Contractor shall proceed with the Work at such rate of progress to ensure full completion of the Work by the Final Completion Date. It is expressly understood and agreed, by and between the Contractor and the County, that the Contract Time for the completion of Work described herein is a reasonable time, and that in submitting its Proposal for the Project and executing the Contract, the Contractor has taken into consideration the average climatic and economic conditions and other factors prevailing in the locality where the Work is to be performed.

- II. **Delete subparagraph 1. Amount of Compensation** from **SECTION F. COMPENSATION** and replace it with the following:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed TWENTY-EIGHT MILLION EIGHT HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED FOUR AND NO/100 DOLLARS (\$28,831,104.00), which amount does not include any applicable New Mexico gross receipts taxes ("NMGRT") or other current or future generally applicable taxes and/or

fees. Compensation shall be paid in accordance with the rate schedule set out in Exhibit C-2, attached hereto and made a part hereof for all purposes.

- III. For the avoidance of doubt, the date of Substantial Completion for all work is therefore January 5, 2029, and Final Completion of all work is therefore February 5, 2029.
- IV. **Delete Exhibit C, Compensation Rate Schedule** in its entirety and replace it with the attached Exhibit C-2.
- V. **Delete Section 2.5.6 Performance and Labor and Material Bond Requirements of Attachment 1** in its entirety and replace it with the following:

Section 2.5.6 Performance and Labor and Material Bond Requirements

Performance Bond and Labor-Materials Bond shall be executed in an amount equal to one hundred percent (100%) of the total cost of Network Construction. Bonds must be prepared and executed on the Performance Bond and Labor-Materials Bond form attached hereto or on such other forms as may be approved in writing by the County. Surety shall be a company licensed to do business in the State of New Mexico and acceptable to the County.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

MICHAEL D. REDONDO
COUNTY CLERK

By: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

BONFIRE ENGINEERING & CONSTRUCTION LLC, A
COLORADO LIMITED LIABILITY COMPANY

By: _____
BRIAN HOLLISTER **DATE**
CHIEF EXECUTIVE OFFICER

**Exhibit C-2
Compensation Rate Schedule
AGR24-46a-A2**

Description	Cost
Network Design	\$1,241,790.68
Network Construction	\$21,944,637.00
Design and Construction Total	\$23,186,427.68
Contingency	\$5,644,676.32
Total Not to Exceed Amount	\$28,831,104.00

Any adjustments in costs during construction shall utilize the unit prices provided below and shall be calculated and executed in accordance with the provisions in Attachment 1. Changes in the Work, and must not exceed the Not to Exceed Amount for compensation.

Description	UM	Unit Price
LOS ALAMOS COUNTY, NM HTTP - LABOR		
ENGINEERING		
ENG - HLD	LF	\$ 0.20
ENG - AR	LF	\$ 2.21
ENG - UG	LF	\$ 1.17
UNDERGROUND		
BM60(1-3") (1) Bore Hole Directional Bore - 3" (pullback not included)	LF	\$ 28.73
BM60(1-5") (1) Bore Hole Directional Bore - 5" (pullback not included)	LF	\$ 32.26
BM60(1-8") (1) Bore Hole Directional Bore - 8" (pullback not included)	LF	\$ -
BFV (1x0.75") IE Pull Back HDPE 1 - (0.75")	LF	\$ 2.01
BFV (1x1.25") IE Pull Back HDPE 1 - (1.25")	LF	\$ 2.01
BFV (2x1.25") IE Pull Back HDPE 2 - (1.25")	LF	\$ 2.24
BFV (3x1.25") IE Pull Back HDPE 3 - (1.25")	LF	\$ 2.24
Microtrench-Mainline	LF	\$ 35.90
Microtrench-Laterals	LF	\$ 46.92
Microtrench-Flowerpot install	EACH	\$ 597.83
Microtrench-Pedestal install	EACH	\$ 597.83
BFV (1x0.75") T Trench HDPE 1 - (0.75")	LF	\$ 14.30
BFV (1x1.25") T Trench HDPE 1 - (1.25")	LF	\$ 14.30

Agreement No. AGR24-46a Amendment No. 2

Bonfire Engineering and Construction

BFV (2x1.25") T Trench HDPE 2 - (1.25")	LF	\$ 14.30
BFV (3x1.25") T Trench HDPE 3 - (1.25")	LF	\$ 14.30
UO1-96 Place Fiber in new duct (up to 96 ft)	LF	\$ 2.19
UO1-96 - COIL Place Fiber Coil in new Handhole (up to 96 ft)	LF	\$ -
UO144-288 Place Fiber in new duct (144 - 288 ft)	LF	\$ 2.19
UO144-288 - COIL Place Fiber Coil in new Handhole (144 - 288ft)	LF	\$ -
UO MST TERM Place MST Term in Handhole	EACH	\$ 250.96
UO(TAIL) PER FT LBR Place Terminal Tail in Duct	LF	\$ 1.76
UO432 Place Fiber In New Duct	LF	\$ 2.33
UOxxxIE Proof and Pull / Place Fiber in Existing duct (any size up to 288ft)	LF	\$ 2.19
BHF(17x30x24) Place Handhole (17"x30"x24") w/ Ground Assy	EACH	\$ 216.58
BHF(24x36x24) Place Handhole (24"x36"x24") w/ Ground Assy	EACH	\$ 558.22
BHF(30x48x36) Place Handhole (30"x48"x36") w/ Ground Assy	EACH	\$ 771.66
Vac out area and tie existing ducts to vault-Burn Zone	EACH	\$ 1,500.00
Pedestals	EACH	\$ 355.00
BHF - FP Place 9" Flower Pot	EACH	\$ 89.62
BM53(6) PL Place Test Station (Ground Assembly w/ Handholes)	EACH	\$ 89.62
BM21 OLT Site Prep - Pour and Place 8'x8' x8" Concrete Pad, etc.	EACH	\$ 6,223.59
Cabinet Place OLT Cabinet on BM21 Site	EACH	\$ 80,664.77
AERIAL		
CS(6M) Place New 3M Strand (Includes all hardware, dead ends, bolts, clamps, etc.)	LF	\$ 1.79
Lash (1) Fiber Cable (any size up to 288 ft)	LF	\$ 1.79
Lash (2) Fiber Cable (any size up to 288 ft)	LF	\$ 2.08
Lash (3) Fiber Cable (any size up to 288 ft)	LF	\$ 3.80
BM80 Place 1" 8' U-Guard	EACH	\$ 84.82
BM86(2) Place 2" PVC Riser	EACH	\$ 84.82
PE 1-2 Place Anchor & Guy with Guy Guard	EACH	\$ 503.03
PM-SHSH Place Snowshoe (pair)	EACH	\$ 225.18
CO MST TERM Place Aerial MST Term	EACH	\$ 331.62
CO(TAIL) PER FT LBR Lash Terminal Tail to Strand	LF	\$ 3.59
SPLICING		

HO1 Fusion Splice Fiber	EACH	\$ 36.43
HO3 Plug Connector into Device (splitter, hub, etc.)	EACH	\$ 21.78
HUSO (144) Place / Prep Splice Closure up to 144 ft (450B) - includes trays, splitters, etc.	EACH	\$ 448.14
HUSO (144) Aerial Place / Prep Splice Closure up to 144 ft (450B) - Aerial - includes trays, splitters, etc.	EACH	\$ 492.96
HUSO (288) Place / Prep Splice Closure 193-288 ft	EACH	\$ 403.32
HO6 OTDR Test - Uni-Directional	EACH	\$ 12.70
HO6A OTDR Test - Bi-Directional	EACH	\$ 25.46
FDH (288) Place Fiber Distribution Hub Adjacent To Handhole (288 Port)	EACH	\$ 1,541.59
MISCELLANEOUS / ADDERS		
ROCK Rock Adder (Bore)	LF	\$ 87.17
ROCK CBL Cobble Adder (Bore)	LF	\$ 65.38
ROCK Rock Adder (Trench)	LF	\$ 62.78
ROCK CBL Cobble Adder (Trench)	LF	\$ 53.80
BM73A Concrete R/R (up to 6")	SF	\$ 51.58
BM72A Asphalt R/R (up to 6")	SF	\$ 33.07
BM73A Concrete R/R (up to 6") microtrench areas	SF	\$ 55.23
BM72A Asphalt R/R (up to 6") microtrench areas	SF	\$ 45.18
Traffic Control-Microtrench	EACH	\$ 1,357.40
Traffic Control	LS	\$ 196,883.22
Pole Make-Ready	MILE	\$ 12,063.50